

January 22, 2015

Emiley Lockhart General Counsel Boston 2024 Partnership, Inc. One Marina Park Drive, 10th Floor Boston, MA 02210

Eugene O'Flaherty Corporation Counsel City of Boston City Hall Square, Room 615 Boston, MA 02201

Re: Non-Disparagement Terms

Dear Emiley and Eugene:

This letter is to confirm our mutual understanding of the application of Section 7.1 of the Bid City Agreement between the USOC and the Boston 2024 Partnership, and of Section 2.05 of the Joinder Agreement between the USOC and the City of Boston.

We understand that a question has been raised as to whether these provisions, which apply to all three parties, are intended to restrict the ability of employees of any of the three parties to publicly voice their personal views on these or any other topics.

Our mutual understanding is that this is *not* the meaning or intent of the provisions; they apply to the three parties as entities and to their employees and representatives in the performance of their duties in connection with the Boston bid. None of the USOC, the Boston 2024 Partnership, or the City of Boston have any intention under these agreements to restrict the personal rights of expression of any of their employees.

If anything in this letter does not match your understanding, would you please let me have your comments or concerns directly? Otherwise, we may let the letter stand as a statement of our mutual understanding pursuant to the agreements.

Thanks very much,

Christopher McCleary, General Counsel